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Urban Development & Housing Department

NOTIFICATION 25 October, 2019

Jharkhand Smart Cities Land and Other Fixed Assets (Utilisation, Allotment and Disposal) Rules, 2019

Memo No.01/Smart City/Bhu.Aa.)/2019Na.Vi.Aa-5343-- In exercise of powers conferred under Chapter 46, section 590 of Jharkhand Municipal Act, 2011 (Act 07 of 2012), the State Government of Jharkhand, hereby makes the following rules to carry out the purposes of the said Act with respect to Jharkhand Smart Cities Land and Other Fixed Assets (Utilisation, Allotment and Disposal) Rules, 2019.

CHAPTER I: GENERAL

1.Preamble

Whereas, the Government of Jharkhand has, in association with the Government of India, decided to engage in the development of Ranchi, the capital city of Jharkhand, under the Smart Cities Mission ("the Mission"), a scheme sponsored by the Government of India for promoting sustainable urban development, utilising information services and technology to achieve its objectives;

And whereas, the proposed development of the city of Ranchi under the Mission entails the specific development of a plot of land, hereinafter referred to as "Area Based Development (ABD)";

And further whereas, the Government of Jharkhand, in line with the specific stipulations set forth by the Government of India has constituted a Special Purpose Vehicle (SPV), namely the Ranchi Smart City Corporation Limited ("RSCCL") for implementing the projects and other initiatives stipulated under the Mission;

And further whereas, the Government of Jharkhand has, vide its resolution ***SUDA/SCM/SPV_RSCCL-13/2016-4552*** dated ***17-08-2016***, assigned the power(s) vested with the Ranchi Municipal Corporation (“the Municipal Corporation”) to RSCCL with regards to discharging the obligations towards implementing the projects and other initiatives set forth under the Mission;

And whereas, these rules have been adequately scrutinised and objections/suggestions received from the public, are incorporated in line with the provisions of section 590 of the Jharkhand Municipal Act, 2011 and approved by the Government of Jharkhand;

Now, in view of these presents; these rules are prepared under section 590 and in pursuance to the provisions of section 11 of the Jharkhand Municipal Act, 2011 with respect to utilisation, allotment and disposal of land and other fixed assets vested by the Government of Jharkhand to RSCCL.

2.Short Title, Objectives, Extent & Commencement

- 2.1. These rules shall be called as Jharkhand Smart Cities Land and Other Fixed Assets (Utilisation, Allotment and Disposal) Rules, 2019.
- 2.2. These rules are made with this objective that:
 - 2.2.1 Land governed by these rules is optimally utilised for the purposes incidental to or directly responsible for meeting the objectives of the Mission;
 - 2.2.2 Considerations levied and received for use of such land(s) and/or buildings are commensurate with fair value, and still not impede the conduct or viability of businesses;
 - 2.2.3 Stipulation(s) covered under any other Laws and Acts prevalent and applicable to RSCCL are adequately complied with;
 - 2.2.4 The utilisation of land adheres to the principles of environmental sustainability;
- 2.3. These rules shall govern the allocation, utilisation and disposal of land and other fixed assets such as buildings for the purposes of implementing the projects and other initiatives set forth under the Mission. It shall apply to all land(s) and/or fixed assets placed at the disposal of RSCCL.
- 2.4. It shall come into effect on the date of notification in the official gazette of the State of Jharkhand and shall supersede all earlier Government/Board Resolutions, orders or Regulations, if any with regard to the Allotment, Utilisation and Disposal of Land and Other Fixed Assets.

3.Definitions

Unless repugnant to the context, or explained by any other way, the following terms shall imply, for the purposes of these rules, as follows:

- 3.1. “Act” means the Jharkhand Municipal Act, 2011 including all its amendments as maybe notified by the State Government from time to time;
- 3.2. “Agency” means a business or organization providing a particular service on behalf of another business, person, or group;
- 3.3. “Allotment” means the transfer of ownership and/or the grant of rights of usage of any property by RSCCL to allottee for any purpose(s) as may be specified by RSCCL, or as may be determined jointly between such person and RSCCL in accordance with the applicable laws in force;
- 3.4. “Allottee” means a person:
 - (i) in whose name an allotment has been made by RSCCL;
 - (ii) to whom the ownership rights and/or the rights associated with the use of such land and/or any other fixed asset(s) for a specified purpose has been accorded by RSCCL;

- 3.5. "Annual Lease Rent" means the consideration levied by RSCCL from an allottee for the rights associated with the use of such land and/or any other fixed asset(s) for a specified purpose as agreed between the allottee and RSCCL, but excluding statutory levies as may be applicable under prevailing law;
- 3.6. "Apartment Ownership Act" means the Jharkhand Apartment (Regulation & Ownership) Act, 2011 including all amendments as maybe notified by the Government from time to time;
- 3.7. "Appropriate Government" means the Government of India or Government of Jharkhand, as the case maybe;
- 3.8. "Auction Committee" means the committee constituted for the purpose of setting up pre-qualification criteria for applicants and conduct of auction for land and other fixed assets under these rules;
- 3.9. "Base Price" means the price which is fixed by RSCCL for the purpose of this rule;
- 3.10. "Board" means Board of Directors of RSCCL;
- 3.11. "Commercial use" shall mean the use of any land and/or building for purposes defined in section 13.1.3. of this rule;
- 3.12. "Companies Act" means the Companies Act, 1956/2013 including all its amendments made from time to time as may be notified by the Government from time to time;
- 3.13. "Competent Authority" means an Authority notified by the Government of Jharkhand and/or Government of India;
- 3.14. "Compoundable Violation" means a violation which can be compounded after compensating RSCCL, and/or the concerned Public Authority;
- 3.15. "External Development Works" include roads and road systems, landscaping, water supply, sewerage and drainage systems, electricity supply, transformer, electric sub-stations, solid waste management system and disposal or any other infrastructure works which may have to be executed by RSCCL for a project, as may be provided under the local laws or as required;
- 3.16. "FAR"-Floor Area Ratio as defined in Jharkhand Building Bye laws 2016 (JBBL);
- 3.17. "Freehold Sale" means the sale in which property and title is transferred to the allottee upon successful payment of full Offer Price after allotment in stipulated time period;
- 3.18. "GRIHA", refers to Green Rating for Integrated Habitat Assessment including all its amendments as may be notified from time to time;
- 3.19. "Institutional Use" shall mean the use of any land and/or building for purposes defined in section 13.1.1. of this rule;
- 3.20. "JBBL" refers to Jharkhand Building Bye Laws, 2016 including all its amendments as notified by the Government from time to time;
- 3.21. "Joint Development Agreement" means an arrangement between RSCCL and one or more person(s), who have agreed to jointly develop or re-develop or retrofit any plot(s) or building(s);
- 3.22. "Land" means the land or any plot thereof which is acquired by, vested in, or belonging to the RSCCL including the land allotted under these Rules;
- 3.23. "LARR Act" means The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013, including all its amendments as notified by the Government from time to time;
- 3.24. "Lease" shall have the meanings assigned to them under section 105 of the Transfer of Property Act, 1982;
- 3.25. "Leasehold basis" means the right to hold or use property for a fixed period of time at a given price, without transfer of ownership, on the basis of a lease contract, as indicated in section 10 of this rule;
- 3.26. "Lessee" shall have the meanings assigned to them under section 105 of the Transfer of Property Act, 1982;
- 3.27. "Market Price" shall have the same meaning as "Market Price" in section 26 of the LARR Act;

- 3.28. "Mixed Use" shall mean the use of any land and/or building for purposes defined in section 13.1.5. of this rule;
- 3.29. "Municipal Corporation" means the Municipal Corporation of Ranchi, established under the Jharkhand Municipal Act, 2011;
- 3.30. "Non-Compoundable Violation" means a violation which cannot be compounded;
- 3.31. "Offer Price" means the final price payable by the allottee to RSCCL;
- 3.32. "Payment against demand letter" shall mean any consideration, which may be levied by RSCCL on any allottee for any asset where such levy has been agreed to in the terms of allotment, prior to granting possession of land and/or building(s) or such other assets to the allottee;
- 3.33. "Person" for the purpose of these rules includes, —
- (i) an Individual;
 - (ii) a Hindu Undivided Family;
 - (iii) a Company as defined under Companies Act, 1956/2013;
 - (iv) a Firm under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008, as the case may be;
 - (v) a Competent Authority;
 - (vi) a Co-operative Society registered under any law relating to co-operative societies;
 - (vii) a Trust whether public or private;
 - (viii) any such other entity as the Appropriate Government may, by notification, specify in this behalf;
- 3.34. "Plot" means parcel of land set apart for development and/or forming part of the sanctioned master plan or a scheme prepared by RSCCL and includes the construction there on;
- 3.35. "Promoter" or "Developer" shall have the same meaning as "promoter" as per section 2 of Real Estate (Regulation and Development) Act, 2016;
- 3.36. "Property" shall have the same meaning as the term "immovable property" as defined in section 3 of General Clauses Act, 1897;
- 3.37. "Property Tax" is the tax applied directly on the property as per rules notified by the State Government from time to time and shall be payable to RSCCL by the property owner;
- 3.38. "RERA" means The Real Estate (Regulation & Development) Act, 2016, including all its amendments as notified by the Government from time to time;
- 3.39. "Reserve Price" means the minimum price, below which land shall not be allotted to any allottee by RSCCL;
- 3.40. "Residential Use" shall mean the use of any land and/or building for purposes defined in section 13.1.2. of this rule;
- 3.41. "RSCCL" means Ranchi Smart City Corporation Limited;
- 3.42. "State Government", unless specified otherwise shall imply the Government of Jharkhand; and
- 3.43. "Utility" refers to the uses defined in section 13.1.6. of this rule.

CHAPTER II: OBLIGATIONS OF RSCCL PRIOR TO UTILISATION, ALLOTMENT OR DISPOSAL

4. *List of plots along with use and development controls*

4.1. RSCCL shall comply with the provisions of the approved Master Plan of Ranchi Smart City, a sanctioned layout of the area based development or such other land(s) vested with it, indicating inter-alia:

- 4.1.1. The list of plots along with area, measurements and means of access to such plot;
- 4.1.2. The purpose(s) for which such plot(s) shall be used;
- 4.1.3. Development controls associated with each plot or each group of plots (if applicable), such as ground coverage, floor area ratio, setback, heights etc.

Provided that, where such separate stipulations are not made, the provisions of JBBL shall apply to such a plot of land.

- 4.2. Such a list of plots, along with the layout plan and the information as indicated above shall be made available by RSCCL for public inspection, both at its office, offices of its authorised real estate agents as well as on the website of RSCCL or any dedicated website as determined by RSCCL.
- 4.3. RSCCL shall assign unique plot numbers or any such means of identification to each plot, which will be used to identify the characteristics of each plot as indicated in Rule 4.1 above, and which may be used by any prospective allottee to verify the location and other particulars of such plots and other use which is necessary.

5. *Demarcation of plots*

- 5.1. RSCCL will demarcate or cause to be demarcated, through placement of suitable physical markers such as picket fences, metallic stand posts, stone boulders or any such other suitable contraption, around the periphery of each unique plot.
- 5.2. RSCCL shall also maintain, through the course of demarcation of plots, Ground Control Points and Geographic Information System database, with geographic coordinates of the outer periphery of each plot, which will be used to identify the limits and extent of any plot in case the physical feature identifying the boundary of such plot is physically damaged and/or stolen. It is clarified that while this information shall not be placed as part of the information before the public, at the time of utilisation, allotment or disposal, this information will be used to pinpoint the specific plot(s) that is/are being subject to utilisation, allotment or disposal.

Provided that, in case of any discrepancy between the layout plan and the actual measurements of the plot as contained within the geographic coordinates of the outer periphery of such plot, the latter shall be recorded as the correct admeasure.

- 5.3. RSCCL shall also maintain, for the purpose of demarcation of roads, parks, playground, amenities and other utilities, Ground Control Points and Geographic Information System database, derived out of geographical coordinates of the outer periphery of:
 - 5.3.1. Each plot, where the demarcation is meant to be made for a plot of land or right of way;

- 5.3.2. Line of alignment, where the demarcation is meant to be made for laying of a utility line such as electricity supply, water supply, telecommunications, gas etc.

6. *Recording of plots with Competent Authority for land records*

- 6.1. The layout plan shall overlay upon existing plot(s) prevailing in the area. RSCCL shall record with the relevant Competent Authority of the Government of Jharkhand the following:
- 6.1.1. Details of the plot(s), Khata number(s), and Mauja name(s) on which the layout plan is imposed;
- 7.1. Details of the new plot(s) that shall be created as a result of implementation of the layout plan.

CHAPTER III: VALUATION AND PRICING**7.Asset price fixation and loading of various costs**

7.1. Where an asset is being placed for utilisation, allotment or disposal by sale or lease, the Base Price shall be fixed by RSCCL in accordance with the applicable laws in force.

7.2. The Reserve Price for consideration of utilization or allotment of any property by RSCCL shall be based on the following factors:

7.2.1. Base Price as fixed by RSCCL

7.2.2. Loading of Non-Saleable Area

It is estimated that around forty-three percent of land within the area based development may not be allotted on account of such land being used under roads, open spaces, utilities etc. representing common interest of other allottees. The cost of such non saleable land shall be loaded on to the land available for allotment.

7.2.3. Loading of Cost of Development of Infrastructure

RSCCL shall facilitate the provision of the following as part of the site development:

7.2.3.1. Roads and storm water drainage system.

7.2.3.2. Water supply system.

7.2.3.3. Power supply system.

7.2.3.4. Sewerage network and treatment system.

7.2.3.5. Telecommunication network.

7.2.3.6. Smart technologies.

7.2.3.7. Landscaping of open spaces and other public area which is not part of any allotted plots.

7.2.3.8. Such other infrastructure that RSCCL may choose to provide on a non-discretionary basis i.e. to all allottees.

All of these costs, collectively called “External Development Charges”, shall be loaded on to the land available for allotment.

7.2.4. Loading of Opportunity Cost for Built Up Area

A built-up opportunity cost for FAR shall be loaded on the Base Price of each plot.

Provided that, in any case, loading of opportunity cost shall not be less than 5% of the Base Price.

7.2.5. Loading of Cost as per Land Use

7.2.5.1. Residential allotments shall be on Leasehold basis/Freehold basis.

7.2.5.2. Other than residential allotments shall be on Leasehold basis for a period of ninety nine years.

7.2.5.3. Residential allotments for Economic Weaker Section (EWS) shall be offered on subsidized rate.

7.2.5.4. Public/Semi Public allotments shall be offered on subsidised rate.

7.2.5.5. Commercial allotments shall be offered at a premium rate.

7.2.6. Administrative-cost Loading

The cost of administration - design, development, supervision, salaries of staff and so on for managing, marketing and making the overall development shall be loaded on Base Price.

- 7.3. After consideration of the above factors (Rule 7.2.1. to 7.2.6.), Reserve Price shall be fixed as follows:

Land use Category	Reserve Price
Institutional	0.8x
Residential	2.3x
Residential – EWS	1.3x
Commercial	4.6x
Public / Semi Public	1.3x
Mix Use Component	3.3x
Utility	1.3x

Note: X is the Base Price.

Provided that, land/plot shall be offered at INR 1 only for the first applicant from amongst the top 500 World Universities as per Quacquarelli Symonds (QS) or Times Higher Education (THE) Ranking.

Provided further that, RSCCL may put up a proposal to the Government of Jharkhand, to alter these factors taking into consideration ground conditions, market demand or such other factors as may be deemed appropriate.

8. Incentive for Green Building

Additional FAR will be made available to each plot, if the allottee commits to build Green Building. In such a case, the allottee shall be allowed additional FAR on the condition that an amount equivalent to 5% of the base price is paid to RSCCL. The milestone and the corresponding additional FAR shall be as follows:

For achieving GRIHA 3 star	An additional 6% FAR of the base FAR
For achieving GRIHA 4 star	An additional 10% FAR of the base FAR
For achieving GRIHA 5 star	An additional 14% FAR of the base FAR

9. Freehold transfer considerations

- 9.1. All Residential allotment shall be offered on freehold basis to the allottee with a condition to complete the project within five years and obtain completion certificate as per the rule 27.4.

Provided that, for construction period, an unconditional Construction Bank Guarantee (CBG) of 25% of Offer Price shall be submitted by allottee prior to allotment. If allottee fails to complete the project within five years the CBG will be forfeited.

Provided further that, if an allottee fails to complete the project within five years and fails to obtain completion certificate as per the rule 27.4., all the provisions related to compoundable violations will be applicable.

- 9.2. The consideration sought shall be 40% of the Offer Price, as determined under Rule 7.3., payable at the time of allotment, and remaining 60% within twelve months from the date of auction.
- 9.3. Maximum one fourth of the Residential plots will be subdivided into sub plots by RSCCL and auctioned to individuals.

10. Leasehold transfer considerations and annual lease rent

- 10.1. All Commercial/Public-Semi Public/Mixed use/Institutional/Utilities allotments shall be offered only on leasehold basis to the allottee.

Provided that, in case of Universities, Colleges and Professional Institutions, minimum NAAC "B" Accredited Grade Ranking shall be required for allotment.

Provided further that, in case of School, person having an experience of operating minimum 2,500 student capacity and produced rank holders of 1-10 either CBSE or ICSE, shall be eligible for allotment.

Provided furthermore that, in case of Hospital, person having an experience of operating minimum 500 bedded capacity hospital, shall be eligible for allotment.

- 10.2. When the property is offered on leasehold basis to the allottee, the period of lease available to the allottee, shall be for 99 years only.
Provided that, an amount of 10% of Market Price (at that time) shall be charged from allottee as lease renewal charge after expiry of lease period.
- 10.3. When the property is offered on leasehold basis to the allottee, sub lease may be allowed only with the prior approval of RSCCL.
- 10.4. Where the property is offered for lease, the consideration sought shall be 40% of the Offer Price, as determined under Rule 7.3., payable at the time of allotment, and remaining 60% within twelve months from the date of auction and/or nomination.
- 10.5. RSCCL shall levy, an annual lease rent of 0.5 percent (rounded off to the nearest hundred) of consideration paid, for every year of occupancy.
- 10.6. Lease rent shall be payable on a year-on-year basis by the allottee to RSCCL.

11. Obligation for allottees and payment of taxes and user charges

- 11.1. Obligation such as payment of stamp duty and registration charges shall be separate and payable by the allottee to the concerned department of Government of Jharkhand.
- 11.2. RSCCL shall inform all the concerned departments regarding any further statutory compliances that may be applicable on the allottee, once the allotment process has been completed.
- 11.3. Unless specifically waived off by the Government of Jharkhand as part of any promotional activity, the allottee will be liable to pay all taxes, levies and user charges for all services being availed, whether from the Municipal Corporation, RSCCL or any such other service provider as may be granted rights to provide services under any law or regulation applicable at such time.

Provided that, in all cases, Property Tax shall be charged by and payable to RSCCL.

12. Treatment/use of fund or surplus

Revenue/income or surplus generating from land monetization shall be used by RSCCL as per Smart City Mission Guidelines, as notified from time to time.

CHAPTER IV: USE, UTILISATION AND DISPOSAL**13. Methods of use, utilisation and disposal**

13.1. Various kinds of uses of land for the purposes of these rules are as follows:

S. No.	Land Use	Inclusions in general
13.1.1.	Institutional	Schools, Colleges; Research, Training, Professional Institutes etc.; Universities / Deemed Universities (<i>under an Act of the State Legislature or by an Act of Parliament under section 2 or deemed University under section 3 of the UGC Act, 1956.</i>); Institutions, Universities/Deemed Universities; (<i>established under statutes of foreign Governments</i>) Standalone hostels and hostels within institutions.
13.1.2.	Residential	Individual and group housing. Affordable housing. Guest houses.
13.1.3.	Commercial	Retail Shops, Wholesale, Regulated Markets, Vending Zones, Weekly Market, Sector, Mercantile Buildings, Hotels and any other intended for use by for-profit businesses. Purposes as defined under the Bihar Shops and Establishments Act, 1953 adapted by Government of Jharkhand vide Notification S.O. No. 2/SEA/(LC) 501/2001-L&T 2870 dated 14 th November 2002.
13.1.4.	Public, Semi Public	Government/Semi Government/Public Offices Government land (use undetermined). Hospitals as defined under The Clinical Establishments (Registration and Regulation) Act, 2010, Government of India and Jharkhand State Clinical Establishment (Registration and Regulation) Rule 2013 and as amended from time to time. Social, cultural and religious use. Community facilities and services etc.
13.1.5.	Mixed Use	Building/premises consisting of more than one compatible use of which the principal use shall not be less than 2/3rd of total built up area. Compatible use can be either Residential or Commercial.
13.1.6.	Utility	Services such as roads including approach roads, bridges, bypasses and underpasses, street lights, water supply system, sewerage system, storm water drainage system, electrical system, communication and command control system, telecommunication, sewage treatment plants, irrigation system, public fire protection systems, percolation wells, solid waste disposal system, collection, treatment, discharge and disposal of industrial, institutional and township waste, gas systems, common effluent treatment plants (CETP), and any other as may be defined by the Government.

Provided that, RSCCL may put up a proposal to the Government of Jharkhand to alter the definition of land uses taking into consideration factors as may be deemed appropriate.

13.2. RSCCL shall adopt any of the following means of allotment, utilisation or disposal of Land:

13.2.1. Freehold sale to the highest bidder;

13.2.2. Lease to highest bidder;

13.2.3. Award to highest premium paying developer;

13.2.4. Allotment on nomination and/or auction basis for provisioning of Utilities;

13.2.5. Allotment on nomination basis to any Appropriate Government Department/Agency/Undertaking/Board.

Provided that, in case of allotment on nomination basis, terms and condition of the allotment shall be decided by the HPSC.

14. Process of allotment in case of inadequate response

14.1. If RSCCL is unable to secure allottees through first auction, the process may be repeated two more times. If even after three attempts RSCCL fails to find an allottee, it may, having taken due cognizance of failure, take corrective actions.

14.2. In case, the Reserve Price of the property is deemed to be the reason for failure to secure allottees, RSCCL may set forth a new Reserve Price for the property in question after due consideration.

14.3. Notwithstanding anything contained herein above, the Reserve Price shall not be below the Base Price.

14.4. If a property fails to evoke interest amongst allottees even after being placed for allotment after a reduction in the Reserve Price, RSCCL shall resolve to withdraw the property from allotment till such time a fresh valuation is performed or till such time RSCCL resolves again to place the property for allotment.

15. Announcement of intent to allot

15.1. The Board shall resolve to place properties for allotment, utilisation and disposal by e-auction.

15.2. The intent to allot shall be communicated on the website of RSCCL, apart from being listed on such property portal(s) as may be determined by the Auction Committee or any other such service as may be selected by the Auction Committee.

Provided that, the RSCCL shall approve of the use of such websites, portals as may be prescribed after having taken due consideration of security and risk of information;

15.3. RSCCL may also publish such notice in leading newspaper(s) as per media and advertising policies of Government of Jharkhand.

16. Information to be indicated

16.1. RSCCL shall, in its notice indicating intent to allot, indicate, for each property being placed for allotment, all the relevant information.

16.2. Reserve price of each property that is placed for allotment (as applicable) through auction.

16.3. A timeline indicating the schedule of allotment viz. start date of sale of application forms, last date of filing application forms, registration processes, conduct of auction, declaration of results, payment of upfront sale price and/or lease premium, grant of possession etc. shall be indicated by RSCCL.

17. Inspection of properties

- 17.1. RSCCL shall maintain, at its office, and for all potential allottee(s) and agents to see and examine, details of information collated under Rules 4 to 6.
- 17.2. RSCCL may organise site visits to the Area Based Development to facilitate potential allottees to assess the actual site(s) for themselves. No reimbursement of any type of expenses shall be made by RSCCL for these visits to potential allottees.

18. Application process

- 18.1. RSCCL will solicit registration from interested Person (s) for participating in the allotment process from a particular date after announcement of intent, wherein:
- 18.1.1. RSCCL shall issue an application form to be filled up by prospective applicants, clearly indicating the plots of interest as per development phasing plan of RSCCL.
- 18.1.2. RSCCL shall ask the applicant to furnish certain "Know Your Customer" (KYC) documents, as relevant, inter-alia:
- i. Statement of incorporation or registration of the applicant in case of a body corporate such as companies, societies, cooperative societies, trusts, limited liability partnerships and partnership firms;
- Provided that, individuals may also apply; however, RSCCL shall be at liberty to seek additional information regarding the source of funds from where the lease or sale consideration is intended to be paid.
- ii. Proof of address of registered office and place of actual operations for communications;
 - iii. Board resolution attested by Company Secretary and filed with Registrar of Companies authorising the signatory to act on behalf of the applicant;
 - iv. PAN and/or AADHAAR Card;
 - v. Such other information as may be required;
- 18.2. RSCCL may solicit such applications through its website or any dedicated website with which it shall enter into an agreement to manage the application process.
- 18.3. Subject to Rule 18.12., any person may apply for allotment, utilization and disposal of a plot of land.
- Provided that, such person should be (1) legally capable of holding property within the Union of India, (2) not be insolvent, (3) not of unsound mind in case of individuals, (4) not be restricted by any law or any order of a competent court of law to hold property.
- 18.4. RSCCL, in case of allotment, utilization and disposal by freehold basis or by leasehold basis, shall demand a refundable application fee of five percent of the Reserve Price, to be payable either as:
- 18.4.1. A bank guarantee executed in favour of RSCCL in a format specified at the time of soliciting applications;
- 18.4.2. Demand draft drawn in favour of RSCCL;
- Provided that, in case of the winning bidder not honouring the commitment, in case of winning the auction, such amount will stand forfeited along with any claims that RSCCL may place as damages on account of losses if any, suffered by RSCCL in the process.

Further provided that, in case of successful bidders, application fee in form of Demand Draft, shall be adjusted in the Offer Price. In the case of unsuccessful bidders, the application fee shall be refunded without any interest accrued within the time such amount is held by RSCCL.

- 18.5. RSCCL may, in line with statutory requirements for certain kinds of businesses, trades, professions, restrict applications to certain categories of persons, who meet such criteria as laid down by RSCCL.
- 18.6. A person may apply for allotment of more than one property. In such case, the applicant has to apply separately for each property.
- 18.7. RSCCL may set forth a non-refundable application processing fee of 0.01 percent (rounded off to the nearest hundred) of the Reserve Price for each property that is placed for allotment.
- 18.8. Application processing fee may be paid in any manner specified by RSCCL, as listed below: (1) Demand Draft, (2) NEFT/ RTGS/ SWIFT transfer, (3) Challan filed at designated post office or scheduled commercial bank, (4) any other digital method as mentioned by RSCCL.
- 18.9. Applications shall be accepted only up to a particular date and time as decided by RSCCL. Applications and/or payments made after the deadline shall not be accepted.
- 18.10. In case, RSCCL comes across inadequate interest in any property(s), it may extend the application window by a period specified by RSCCL.
- 18.11. Each application accepted shall be assigned an acknowledgment number by RSCCL. For the purpose of convenience, this number shall be used in all communications and assignments till the time of granting physical possession of the property.
- 18.12. Applicants shall be allowed to participate in the auction only if they qualify both Technical and Financial Eligibility approved by RSCCL.

19. Constitution of an Auction Committee

- 19.1. RSCCL shall constitute an Auction Committee to set pre-requisites and eligibility criteria for applicants to participate in the auction, comprising of the Chief Executive Officer, Chief Financial Officer of RSCCL and at least one member nominated by the Chairman and Managing Director, RSCCL;

Provided that, where Auction Committee is of the view that an independent view of the market is necessary, externally nominated individual having specialised knowledge of the function for which the property is meant to be used, may be nominated by the CMD, who are not associated with any applicant in any manner.

- 19.2. The Auction Committee shall set the pre-qualification criteria ensuring both Technical Eligibility and Financial Eligibility of the applicants. The auction committee shall submit the pre-qualification criteria for prior approval by RSCCL, before issuing a public notice.

20. Conduct of auction for sale or allotment of leasehold rights

- 20.1. All auctions shall be conducted electronically through a website specifically designated or co-opted by RSCCL, who shall also take the necessary steps in listing the auction process and steps.

Provided that, the selection or usage of such websites, portals as may be prescribed shall be approved by RSCCL after having taken due consideration of security and risk of information.

- 20.2. RSCCL shall intimate all applicants, who have been assigned an acknowledgement number and who have expressed interest in a property that is to be allotted through auction, about the date and time of the auction.

Provided that, any person who has received an acknowledgment number, but has not been intimated of the auction, may also participate in the auction using the acknowledgment number/slip.

- 20.3. On the appointed day, RSCCL will conduct the auction process after duly verifying that the participants in the auction, are ones who have previously registered for allotment;
- 20.4. Bids will be placed on the actual Reserve Price to be paid for the property as determined by RSCCL. In effect, a bidder cannot bid for a unit rate or for a lease period that is different from what is on offer.
- 20.5. The results of the auction shall be recorded by the website as indicated above and also recorded by the competent representative of RSCCL and placed on its website. The winning bids will be listed by (1) application acknowledgment number and (2) winning bid amount.

21. Joint Development Agreement

- 21.1. In pursuance of the exercise of powers under section 191 of the Act, in certain cases, where RSCCL wishes to develop any particular Land and/or Plot in association with a developer, such developer shall be selected, on the basis of a competitive bidding process.
- 21.2. RSCCL may procure the services of a Transaction Advisor with specialisation in executing similar projects, to advise, amongst others, on the best course of development of such property. RSCCL may, use land monetisation as a method on which the Joint Development Agreement shall be executed as an appropriate mode of transaction along with a concession.

Provided that such Transaction Advisor shall not be allowed who is/are associated with any applicant in any manner.

- 21.3. RSCCL may, form a new joint venture special purpose vehicle company for the specific project involving the plot, for which joint development agreement is to be made.
- 21.4. The selection of the developer will be conducted separately and by a Special Committee constituted by RSCCL for the said purpose. The Transaction Advisor will provide the draft of the joint development agreement, term sheets and such other documentation required to execute the project, which will be approved by RSCCL.

22. Issue of demand cum offer of allotment letter

- 22.1. RSCCL may, within two weeks of the conduct of the auction, issue demand-cum-offer of allotment letters seeking the upfront payment of the Offer Price based on the amount realised during the auction.
- 22.2. The demand letter shall lay out a period of three months from the date of issue for the allottee to deposit the amount with RSCCL through its Authorised bank or method mentioned.
- 22.3. In the event of failure of the allottee to do so, the offer of allotment shall stand withdrawn;

Provided that, the offer will be made, in the case of auction, to the bidder who has submitted the next highest bid; if such bidder does not accept, then the offer shall be made to the third highest bidder, and so on.

Provided further that, any letter or notice sent by RSCCL through the Registered Post or through Courier or through the Electronic Post (E-Mail) to the allottee at the address or E-

Mail address given in agreement to lease or agreement for sale shall be deemed to have been legally delivered and served upon the allottee.

23. Payment of consideration

- 23.1. An allottee shall make the payment of consideration as per Rule 7.3 before being granted possession of the property.
- 23.2. RSCCL will issue letter stating no-objection to the mortgage of the property only against the property where the entire consideration has been received in full by RSCCL.
- 23.3. Payments shall be made to the account specified by RSCCL, in a manner of its choosing, such as demand draft, NEFT/ RTGS/ SWIFT, pay order, bank challan and any digital method. Regulations associated with mandatory disclosures in terms of sale, purchase, transfer or conveyance of property such as quoting of Income Tax PAN etc. as announced by Government of India or Government of Jharkhand from time to time shall apply.

24. Grant of possession and issue of conveyance deed/lease deed

- 24.1. RSCCL, after having satisfied itself that the conditions of the demand letter and offer of allotment have been met, shall execute a conveyance deed or lease deed, as the case may be, in favour of the allottee. The registration of deed will be facilitated by RSCCL, with the registration charges, stamp duty and applicable taxes being paid for by the allottee to the concerned department.

Provided that, in any case, conveyance deed or lease deed, as the case may be, shall be executed only after receiving full and final consideration amount from the allottee.

- 24.2. At the time of grant of possession, a representative of RSCCL shall ensure the demarcation of the plot in line with the coordinates recorded as per Rule 5, and issue a letter of handover to the allottee.

CHAPTER V: RIGHTS AND OBLIGATIONS OF ALLOTTEE

25. Use not to be changed without express permission of RSCCL

- 25.1. Allottees shall be expected to use the premises only for the purpose, for which it is allotted. Changes in use, where permitted by applicable law shall require being approved by RSCCL.

Provided that, even in case of changes permitted by applicable law, only up to 5% of the built-up area shall be allowed to be changed.

Provided further that, such changes shall be allowed only when the changes in use are for allied activities permitted under applicable law.

26. Transfer of lease

- 26.1. An allottee may transfer the lease of the property to another person(s) for a consideration. The tenure of the lease will not exceed the period of the original lease.
- 26.2. An allottee desiring to transfer lease or possession to another person has to seek and obtain a no-objection certificate (NOC) from RSCCL.
- 26.3. RSCCL shall be entitled to receive payment of two percent of the consideration paid by the transferee to the transferor. Such payment may be made either by the transferor or transferee.

Provided that, if RSCCL is of the opinion that the consideration paid by the transferee to the transferor, is below the Market Price of the property. RSCCL is entitled to carry out an instant valuation of the asset as per the provision of section 247 of Companies Act, 2013 and Companies (Registered Valuers and Valuation) Rules, 2017 as amended time to time and be entitled to receive two percent of such Reserve Price as derived under Rule 7.3.

Provided further that, where the property is changing hands between the transferor and transferee as a gift, RSCCL is entitled to carry out an instant valuation of the asset as per the provision of section 247 of Companies Act, 2013 and Companies (Registered Valuers and Valuation) Rules, 2017 as amended time to time and be entitled to receive two percent of such Reserve Price as derived by Rule 7.3.

Provided further that, this clause shall also apply to situations where the allottee may wish to transfer part or whole of the asset to a Real Estate Investment Trusts (REITs) as recognised by the Securities and Exchange Board of India (SEBI).

Provided furthermore that, the cost incurred on valuation shall be paid either by the transferor or transferee to RSCCL.

27. Development controls and adherence to bye-laws

- 27.1. Allottees will adhere strictly to the development conditions laid forth by RSCCL at the time of allotment of the plot. Where any provisions are not explicitly specified, the provisions of JBBL shall be deemed to apply.
- 27.2. Deviations from sanctioned plan shall be addressed in the manner as prescribed under the applicable law.
- 27.3. To the above effect, an allottee must submit a building and/or a site plan to RSCCL within ten months of being granted possession and seek approval from the relevant authority under applicable law.
- 27.4. Allottees will have to commence construction on the land within one year of grant of possession and obtain a completion certificate from RSCCL within a period of five years of grant of possession;

Provided that, where the plot of land is proposed to be developed in phases, at least one phase should be made operational in a span of five years. The term 'phase' includes a building, for which an occupation certificate has been received.

Provided further that, an extension may be allowed for maximum one year to obtain completion certificate as the case may be. Thereafter the allottee shall be liable for penal actions and legal procedure to be pursued including cancellation of allotment as per the provisions of RERA and/or as per the provisions of this Rule.

28.Sustainability measures

- 28.1. Latest GRIHA Star Rating Two or equivalent is mandatory for the ABD buildings.
- 28.2. Allottees in possession of more than two acres of land will be obligated to install the following in addition to the compliance with GRIHA Criteria:
 - 28.2.1. measures pertaining to on-site waste management capable of handling all organic waste;
 - 28.2.2. measures for generating solar energy through solar panels installed on the roof of the structure or any such horizontal or vertical surface, which does not impede movement of public or users, nor encroaches upon any public land, right of way or such other means of access that may impede safety and accessibility across the site, in general.

Provided that, in case the allottee fails to achieve committed rating at the time of final completion, a penalty shall be imposed at the rate of two (2) times of the land cost as per the 'Reserve Price' for the incentive FAR for the rating not achieved.

29.Mortgage or securitisation of land/plot

- 29.1. Allottees may mortgage their land with any recognised financial institutions with prior permission from RSCCL in order to raise financial resources for their respective projects;
- 29.2. RSCCL shall, in line with Rule 23.2 above, issue a letter stating no-objection to such mortgage, unless it has any concerns about the intent or capability of the allottee, which it may communicate to the same in writing, stating reasons.
- 29.3. In the event of the mortgaging bank or financial institution having to liquidate the asset(s) on account of default by the allottee, the following principles shall apply:
 - 29.3.1. The mortgaging bank or financial institution shall take possession of the land along with any property, such as buildings, plant and machinery installed on the same.
 - 29.3.2. The mortgaging bank or financial institution shall consult with RSCCL as to the period for which the asset shall be leased to a new lessee to recover dues from the defaulting lessee.
 - 29.3.3. The mortgaging bank or financial institution shall auction freehold sale for the plot of land; the Reserve Price for the freehold land being determined in the same manner as the freehold sale of a new plot of land in Rule 7.3 above.
 - 29.3.4. The mortgaging bank or financial institution shall auction leasehold rights for the plot of land for a period of years remaining in the lease period of the current (defaulting) lessee at the time of the bank or financial institution taking possession; the Reserve Price for the lease being determined in the same manner as the lease of a new plot of land in Rule 7.3 above.
 - 29.3.5. If applicable, the mortgaging bank or financial institution shall also auction the assets situated on the land, such as building, plant, machinery or other movable assets on an as-is basis at a value determined by it, in accordance with

regulations for valuation of assets hypothecated or mortgaged to the bank or financial institution.

29.3.6. Proceeds from the auction of freehold sale/leasehold rights shall be used to, first, settle the outstanding debt of the financial institution. The remaining proceeds shall be used to settle any outstanding dues of Government/RSCCL. Thereafter the remaining proceeds shall be used towards settlement of any outstanding dues of Utilities and, surpluses, if any, shall accrue to allottee.

Provided that, RSCCL shall have the first right over the property which is being auctioned by the mortgaging bank or financial institution on the matching price of the highest bidder.

29.4. The mortgage shall be purely usufruct in nature, i.e. the mortgaging financial institution shall only securitise the rights of the allottee to occupy and use the premise and transfer in case of default such rights to another allottee.

29.5. In the event of usufructuary mortgage, the conveyance shall not be treated as a 'transfer' under Rule 26 above; however, in the event of the financial institution allotting such rights to another party for liquidation of the liabilities of the original and defaulting allottee, the same will be treated as a 'transfer' under Rule 26.

29.6. In certain cases, allottees may desire to transfer the debt liability from one financial institution to another on account of better terms of loan or a repayment plan, such transfer shall be allowed under intimation to RSCCL, and shall not be considered as a 'transfer' under Rule 26.

30. Surrender of leasehold land

30.1. Allottees, who desire to surrender land including any building(s) constructed at any given point may do so by:

30.1.1. Applying to RSCCL of their intent to surrender or vacate such land and building;

30.1.2. Providing a current valuation of immovable assets existing on the plot at the time of applying for such surrender not including trees, shrubs or such other natural vegetation, rocks, earth or naturally occurring materials.

30.1.3. Issue a certificate duly certified by its statutory auditors that at the time of demanding the surrender, no dues or liabilities are pending with any bank or financial institution that would be passed on the land, buildings and/or any other immovable or movable assets situated on the land, or any such third party, which would result in a claim to be made towards RSCCL in the future, after the surrender has taken place.

30.1.4. Providing a tentative schedule of evacuation and handing over of such premises.

30.2. RSCCL, upon receipt of such request, may verify the present condition of the land and structures, if any, present on the same and communicate its acceptance or rejection of such surrender.

30.3. RSCCL shall accept or reject such request on the basis of prevailing market condition and other relevant factors as deemed fit, at the time of such request to surrender.

30.4. RSCCL shall reimburse to the surrendering allottee, the following sum(s) of money for the various portions surrendered:

S.No.	Component	Maximum amount payable
30.4.1.	Balance of lease amount	Sixty percent of original lease consideration paid apportioned for the balance amount of lease period; forty percent shall be retained by RSCCL as penalty/ compensation. Consideration shall not be adjusted to present day, nor any interest payable thereupon.
30.4.2.	Constructed assets that are found to be in violation of any applicable law	None, cost of demolition/dismantling to be deducted from the returnable amount of the allottee.
30.4.3.	Constructed assets which are not in violation of any applicable law	Depreciated replacement cost.
30.4.4.	Plant, machinery or other movable assets	None, cost of disposal to be deducted from the returnable amount of the allottee and proceeds from disposal thereof retained by RSCCL.

- 30.5. The allottee shall execute a conveyance deed ("surrender deed") in favour of RSCCL. Stamp duty and registration charges, if any, shall be payable by the allottee.

CHAPTER VI: MISCELLANEOUS**31. Penal levies**

- 31.1. In case of any instances of violation of the terms of freehold or leasehold by an allottee, RSCCL shall first classify the nature of the violation. Typically, a violation will be of one of the two types: (1) Compoundable and (2) Non-compoundable. The following violation shall be categorized as compoundable violations:

S.No.	Compoundable violations
31.1.1.	Non-commencement of construction.
31.1.2.	Non-completion of construction/project.
31.1.3.	Violation of approved plan but not to an extent that any other service within the site is compromised.
31.1.4.	Variations in building plan which do not endanger the building
31.1.5.	Development has been undertaken in deviation of the approved plan, but within the framework of the use restriction and provisions, norms, and stipulations of this Rules.
31.1.6.	Deviations up to 5% in respect of side, front and rear setbacks.

- 31.2. The following shall be categorized as non-compoundable violations:

S. No.	Non-compoundable violations
31.2.1.	Non-payment of lease or lease premium or considered amount.
31.2.2.	Diversion of land for purposes other than what was prescribed in approved layout plan provided by RSCCL.
31.2.3.	Material violation of approved layout plan which cannot be corrected.
31.2.4.	Material violation of building plan which endangers the lives and livelihoods of people or goods inside.
31.2.5.	Encroachments on public space, natural drainage of the locality, area earmarked/approved for roads, parking, drains and other facilities as indicated in approved layout plan.
31.2.6.	Where number of floors has been increased from permissible limit/sanctioned map.

Note: The above compoundable or non-compoundable violations are indicative only and not exhaustive in nature. At any stage, if it is felt that the above violations are not covering all violations, RSCCL shall have liberty to add or delete the violations as the case may be with approval of competent authority.

- 31.3. RSCCL shall indicate the nature of material loss it would stand to incur on account of the compoundable or non-compoundable violations allegedly committed by the allottee. Such nature of loss shall be the basis for RSCCL to proceedings for cancellation of lease as per Rule 32 below.
- 31.4. Violations in the nature of non-compoundable shall be penalised as per the relevant provisions of Act (including all its amendments made thereafter) and any other prevailing Act, Rules etc.;
- 31.5. Violations in the nature of compoundable shall be penalised as per the relevant provisions of Act (including all its amendments made thereafter) and any other prevailing Act, Rules etc.;

Provided that, such penal levy(s) should be minimum 5% and maximum 10% of the consideration paid, adjusted to the year in which such levy is being made;

Provided further that, such levy(s) will be treated as arrears of land revenue and recoverable under the Bihar and Orissa Public Demand Recovery Act, 1914 as adapted by the Government of Jharkhand or recovered as per section 181 of the Act.

32.Cancellation of allotment, resumption and payments to be made

- 32.1. RSCCL reserves the right to cancel the allotment:
- 32.1.1 in case of non-compoundable violation;
- 32.1.2. allottee fails to pay or deposit the amount of penal levy(s) determined, in case of compoundable violation.
- 32.2. Before cancellation of allotment, the allottee shall be granted the right to be heard, and explain its position.
- 32.3. If RSCCL is not satisfied with explanation of the allottee, it shall cancel the allotment through a reasoned order.
- 32.4. No amount will be refundable in case of cancellation of allotment.
- 32.5. RSCCL and the allottee shall initially attempt to settle the issue by reference to Arbitration by an Arbitral Tribunal constituted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The number of Arbitrator shall be Three (3). Each party shall appoint one Arbitrator and the third Arbitrator shall be appointed by the two Arbitrators, who shall act as the Presiding Arbitrator. The place of the arbitration shall be Ranchi, Jharkhand and the language of the arbitration proceeding shall be in the English language. The cost of arbitration shall be borne by each party equally.
- 32.6. The Courts in Ranchi shall have exclusive jurisdiction.
- 32.7. The vacation of property by the allottee shall be governed by the relevant law in force in of the State of Jharkhand. Upon vacation of the premises by the allottee, RSCCL shall resume possession of premises.

- 32.8. The plot of land or property of RSCCL or resumed by RSCCL shall be deemed 'public premises' and therefore liable to eviction proceedings under Bihar Public Land Encroachment Act, 1956 as adapted by Government of Jharkhand.

33. Power of the State Government

- 33.1. Notwithstanding anything contained in the foregoing paragraphs of the Jharkhand Smart Cities Land and Other Fixed Assets (Utilisation, Allotment and Disposal) Rules, 2019, the State Government by issuance of notification in the official gazette may amend or withdraw any of the provisions mentioned herein above.
- 33.2. If any difficulty arises in giving effect to provisions of this rules, the same shall be referred to the High Powered Steering Committee (HPSC) constituted under Smart Cities Mission by Government of Jharkhand vide Notification No. 06A/न०वि०/SCM-01/2015-2433 dated 13/07/2015, and thereon the decision taken by the HPSC shall be final.

By the order of the Governor of Jharkhand,

Ajoy Kumar Singh,
Secretary to Government
